

City of Salem, Massachusetts



## Request for Proposals

T-08

### **Provision of FTTP Network**

August 23, 2017

#### **PROPOSALS DUE:**

**Friday, September 8, 2017, 11:00 AM**

\*Late proposals will be rejected

Whitney C. Haskell  
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[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

**REQUEST FOR PROPOSALS**  
**T-08**  
**FTTP NETWORK**  
**COVER SHEET**

Proposer: \_\_\_\_\_

Street Address: \_\_\_\_\_  
(Number and Street) (City) (State) (Zip)

Taxpayer  
Identification No: \_\_\_\_\_  
(Social Security Number) (Federal Identification Number)

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUEST FOR PROPOSALS  
T-08  
FTTP NETWORK  
CHECKLIST**

**Submissions:**

- ☐ Completed Cover Sheet
- ☐ Checklist
- ☐ Price Proposal Form
- ☐ Non-Price Proposal
  - Signed Certificate of Non-Collusion
  - Signed Tax Compliance Certification
  - Signed Certificate as to Corporate Bidder *(if applicable)*
  - Plan of Services
- ☐ Acknowledgement of Addenda: \_\_\_\_\_ *(if applicable)*

<p><b>REQUEST FOR PROPOSALS</b> <b>T-08</b> <b>FTTP NETWORK</b> <b>CERTIFICATIONS</b></p>
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**FORM A**  
**NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**FORM B**  
**TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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(Signature of authorized individual submitting proposal)

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(Printed Name)

---

(Name of Proposer)

---

(Federal Tax Identification or Social Security Number)

---

(Date)

**FORM C**  
**CERTIFICATE OF CORPORATE AUTHORITY** *(if applicable):*

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

## **PART 1. GENERAL INFORMATION**

### **1.1 PROCUREMENT DESCRIPTION**

The City seeks proposals from qualified companies to provide high speed, robust and well-designed Fiber to the Premises (FTTP) system for the City of Salem.

More specifically, the City asks that the vendor provide:

- Provide fiber-optic access to the Internet to homes and businesses (or to the curb outside a home or business combined with a wireless connection to the premises) via a network designed to deliver symmetrical speeds of 1 Gbps or higher to each residential unit, and to offer a business level of service at similar or higher speeds.
- Address the individuals and families not regularly accessing the Internet today due to cost, access, awareness, or equipment issues (an issue often referred to as the “digital divide”) through provision of a level of low-cost or free access to the Internet, and through services to targeted libraries, workforce development centers, community centers and social services training facilities which may also serve as “anchor tenants” for a selected Proposer.
- The installation shall be performed in the least invasive manner, when possible existing conduits and infrastructure (i.e. sewer and/or drainage systems) should be used, followed by micro-trenching, and other methods proven to limit the impact of the installation on City roads, sidewalks, and other infrastructure. Prior to permitting, the selected vendor shall meet with the City Engineer or his designee to determine the best process for each street and assure that the condition of the roadway is returned to its condition prior to the installation.

The City expects full deployment within 36 months of issuance of the ‘Notice to Proceed.’

#### **1.1.1 REASONS FOR THIS RFP**

High-speed, affordable Internet access is essential to the global competitiveness of both the City, Commonwealth and the nation as a whole. It drives job creation, promotes innovation, expands markets for American businesses, and supports improved education, health care and public safety.

The City of Salem especially needs high-quality broadband to entice businesses seeking expansion opportunities, especially given its focus on sustainable growth.

- Among the key benefits of broadband identified by the recent Broadband Opportunity Council report of the U.S. Department of Commerce and U.S. Department of Agriculture:
- Broadband enables greater civic participation, provides tools for open government and streamlines government processes.
- Broadband enables changes in how we access educational resources (especially for the underserved,) collaborate in the educational process, conduct research and continue to learn anytime, anywhere and at any pace.
- Broadband enables improved healthcare access, treatments and information.
- Broadband enables new business models, creates business efficiencies, drives job creation, and connects manufacturers and store-fronts to clients and partners worldwide.
- Broadband can also help bring communities together and improve public safety, reduce traffic and emissions, and make our transportation systems more resilient and efficient.
- Broadband provides a foundation for many of the advancements we will see across industry sectors in the coming years.

#### 1.1.2. CITY DESCRIPTION

City Profile	
<b>Area:</b>	8.1 square miles (land)
<b>Elevation:</b>	26 feet.
<b>Coordinates</b>	42° 31' 10" N, 70° 53' 50" W
<b>Population:</b>	41,340
<b>Housing Units</b>	19,000
<b>Income</b>	\$55,000 per household \$23,857 per capita

#### 1.2 APPLICABLE LAW



This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 6.

### **1.3 APPROVAL**

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

### **1.4 INCORPORATION BY REFERENCE**

All requirements, specifications, terms and conditions described in this Request for Proposals ("RFP") shall be incorporated by reference into any contract that may result.

### **1.5 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

### **1.6 RIGHT TO CANCEL/REJECT**

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

### **1.7 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

### **1.8 OBTAINING THE REQUEST FOR PROPOSALS**

The RFP shall be available beginning, Wednesday, August 23, 2017, 10:00 AM.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at [www.salem.com/purchasing](http://www.salem.com/purchasing) under "Open Procurements"

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970, during regular office hours:

Monday-Wednesday:	8:00 AM – 4:00 PM
Thursday:	8:00 AM – 7:00 PM
Friday:	8:00 AM – 12:00 PM

## **PART 2. INSTRUCTIONS TO PROPOSERS**

### **2.1 REQUIREMENTS AND SUBMISSIONS**

Below please find a description of the requirements and submissions that must be included as part of a proposal.

#### **2.1.1 PRICE PROPOSAL FORM**

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal shall be separately sealed and labeled as "Price Proposal".

#### **2.1.2 NON-PRICE/TECHNICAL PROPOSAL**

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

##### ☐ **NON-COLLUSION FORM**

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

##### ☐ **TAX COMPLIANCE FORM**

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

##### ☐ **CORPORATE BIDDER FORM**

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

##### ☐ **PLAN OF SERVICES**

### **1. Cover Letter, including:**

- The RFP number and title

- Name(s) of the person(s) authorized to represent the Proposer
- Name(s) of the person(s) authorized to contract on behalf of the proposer

## **2. Company Information and Project Team**

- Approximate number of people to be assigned to the project.
- Extent of company's principal member's involvement.
- Team qualifications and experience on similar or related projects:
  - qualifications and relevant experience of prime consultant
  - qualifications and relevant experience of sub-consultants, if any
  - project manager's experience with similar projects
- Names of key members who will be performing the work on this project, and:
  - their responsibilities on this project
  - current assignments and location
  - experience on similar or related projects
  - unique qualifications
  - percentage of their time that will be devoted to the project

## **3. Financials**

- Proposer shall provide validated evidence of its financial condition. The last three (3) years of CPA-certified annual reports or annual operating statements, and any interim statement supplement completed within the prior six (6) months, is one way of satisfying this requirement.
- Identify the estimated total cost to build the network proposed in the Proposal; and to maintain the network.
- Identify cable and ISPs currently under contract, or currently negotiating a contract with the Proposer to provide service

## **4. Technical.**

- Describe Proposer's experience in designing, constructing, maintaining and operating a network of the type proposed.

- Provide at least four references, preferably governmental entities, for projects that Proposer believes demonstrate its ability to technically perform as promised.
- Identify and describe any projects on which Proposer has worked in the last five years which it believes show it is capable of building the network promised.
- If Proposer has not actually deployed a network that it believes is comparable, it should demonstrate why it believes its Proposal is technically sound and financially feasible, and any significant technical assumptions underlying the Proposal.
- Identify the persons who would be primarily responsible for supervision and performance of any agreement with the City and provide information regarding their experience and work history. If subcontractors are primarily responsible for performing the work required for any portion of the agreement, the information should be provided for the subcontractors.

**5. Wholesale/Retail/Other.**

- Describe whether the Proposer will provide retail services, wholesale services, or ensure that services are available throughout the proposed service territory through some other means. The manner in which the Proposer will ensure services will be provided should be described in sufficient detail to permit the City to evaluate the soundness of the Proposal, and the factors upon which success of the Proposal depends.
- If the Proposer will not itself be the retail service provider, it should identify entities, if any, that have agreed to provide retail services over the network, and what service/area commitments have been made so that the City is able to evaluate to what degree the Proposal will satisfy the goals of the initiative. In responding to the qualifications sections of this RFP, Proposer should include the qualifications of any entity that has agreed to provide retail services via the system.

**6. System Design**

- Describe the general design and characteristics of the network that Proposer proposes to provide.
- The description should state clearly:

- i. Whether the Proposal is for FTTP. If it is FTTP in some cases but not all, it should describe the circumstances under which it will provide FTTP and those under which an alternative solution will be deployed.
- ii. To the extent that the prior responses reference minimum upload or download requirements, explain whether the proposed throughput is guaranteed, or “best efforts.” If not guaranteed, please explain what Proposer means by best efforts, the expected average performance of the network at peak use periods and whether any throughput level would be guaranteed.
- iii. Identify whether there are any classes of service typically offered over FTTP networks that the proposed network will not support.
- iv. Describe the limits given current technologies on the upstream and downstream capacity of the proposed network given the transport medium that will be utilized to provide services; the upgrade path for the network, and how Proposer will ensure that the network continues to provide access to the Internet consistent with the most advanced systems serving residential and business subscribers.

**7. Services Offered/Pricing.**

- Describe the Internet access service that will be provided via the network.

**8. Service Territory.**

- Identify the service territory that Proposer will serve, and unless the proposal is for the entire City, submit a map showing the geographic limits of the service territory and any areas within those boundaries that would be excluded from service. If service will be phased, or if extension to any area is contingent on success in serving another, please describe the phases and contingencies in detail.

**9. Build-Out.**

- State the build-out period for the network and any conditions or limitations on the build-out obligation.
- If the Proposer proposes to tie build-out to a demand-based model, or some other metric (actual penetration, for example), it should describe the model it proposes in detail, and in particular explain how the model would apply in low-income areas of the City and what steps Proposer will take to ensure that the model can be applied in a way that enhances rather than detracts from digital inclusion.

**10. Digital Inclusion Plan.**

- Describe Proposer's Digital Inclusion Plan including specifically, what level of free services will be provided, to whom those services will be available, and how those services may be accessed.

**11. Net Neutrality.**

- The City expects that the Proposer will operate in accordance with the principles of net neutrality. The Proposer shall acknowledge in their proposal, that this will be the case.

**12. Use of City Assets.**

- State whether the Proposal requires access to any of the City assets and if so, identify:
  - i. What assets Proposer will require access to;
  - ii. What Proposer intends to pay for use of City assets; and
  - iii. The Proposer must clearly state all terms and conditions that it will require in the Master Agreement, or otherwise related to this project.

**2.2 PROPOSAL DELIVERY**

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

**2.2.1 DUE DATE AND TIME**

Proposals shall be received by the Office of the Purchasing Agent on or before **Friday, September 8, 2017, 11:00 AM.**

Any proposal received after that time shall be rejected as non-responsive.

**2.2.2 ADDRESS**

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970.

Facsimile and email submissions will not be accepted.

### 2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

### 2.2.4 COPIES

Proposers must submit one (1) original and two (2) copies of the proposal.

### 2.2.5 LABELING

. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

## 2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## 2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

### 2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at [whaskell@salem.com](mailto:whaskell@salem.com) at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the RFP.

### 2.4.2 CHANGES

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFP.

### 2.4.3 MODIFICATIONS AND WITHDRAWALS



A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Salem prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

## **2.5 UNFORESEEN OFFICE CLOSURES**

If, at the time of the scheduled due date, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

## **PART 3. SCOPE OF SERVICES**

### **I. System Design.**

#### **A. Fiber-optic.**

1. The City seeks Proposals for a fiber-optic network that brings fiber-optic cable to, or near, the premises for businesses and residences within the City. A provider who wishes to use Wi-Fi, or other wireless technologies (such as millimeter wave technologies) to bridge the distance between the curb and end user premises may do so, but will be expected to demonstrate that the system will have sufficient performance and expansion capabilities so that it can respond to demand for increased network capabilities, and either offer service levels comparable to those required for fiber-to-the-premises (FTTP) systems, or include a fiber option that permits the end user to obtain a fiber connection.
2. The City seeks a network that at a minimum:
  - a. is designed so that the Internet can be accessed easily, reliably and without significant delay;
  - b. supports Virtual Private Network (VPN) connections;
  - c. supports secure transactions;
  - d. for residences, includes a symmetrical service offering of at least 1 Gbps to each residential unit;
  - e. includes Internet service offerings targeted to small businesses; and
  - f. is designed so that services can be provided to multi-family dwelling unit buildings typically found in the City of Salem.

### **II. Services Offered/Pricing. (See also Digital Inclusion Plan below for discussion of free service requested). The City seeks Proposals showing:**

- A. That broadband Internet access service will be available via the network. Proposers are free to propose other services subject to obtaining necessary authorizations, but need not do so.
- B. That unbundled broadband Internet access services will be available to residences and businesses at prices comparable to those offered for similar services in communities served by gigabit networks that offer or propose to offer services to the general public in a

significant portion of a community. Currently, for example, a symmetrical 1 Gbps service is offered in Chattanooga, TN for about \$70/month and a similar service is offered in Kansas City, KS. The retail price commitment by the Proposer should be for at least two years after the initial turn-up of service.

### **III. Build-out.**

- A. The City seeks Proposals that will result in build-out and provision of services within the Proposer's defined service area within three years of reaching agreement with the City. Build-out periods will be extended where delays are due to factors beyond the control of the Proposer.
- B. The City will accept Proposals that include "demand-based" models for build-out, and believes that a well-designed model may provide an effective path to deployment. However, any demand-based model must be designed in a way that does not have the effect of exacerbating the digital divide. Under one demand-based model, for example, communities are divided into geographic sections. The provider promises to build out to any section where the demand reaches a certain level. At least as initially implemented in some communities, that model led to very different results in higher income vs. lower income areas. The model also made it more difficult to obtain service in multi-family dwelling units as opposed to low-income units and did not initially take business demand into account. However, it appears to the City that these shortcomings could be addressed in a number of ways. For example, a Proposer could offer to link higher-demand and lower-demand areas to average demand across areas. Once minimum-demand targets are met in a higher-demand area, additional demand is effectively attributed to a lower-demand area. As another example, under a simple demand-based model, an area is considered qualified for build-out once a certain percentage of households indicate interest in the service. A Proposal could set a financial value on the "interest," and allow that to be satisfied through grants, sponsorships, or through other means. Similarly, as a variation on a demand-based model, Proposals may include options under which build-out will occur if providers are guaranteed a specified amount to cover capital or operational costs. However, with any such proposal, it will be important for the Proposer to describe:
  - 1. A description of the manner in which the model would operate, and how it would address problems associated with application of a demand-based model in areas with high levels of short-term residents, low-income or low-adoption rates. This should include a specific description of the amount and nature of the support the Proposer may require before committing to build out.
  - 2. A description of the manner in which the demand-based model takes into account demand from the business community.

3. An explanation of what role the City might be required to play in fostering demand, if any.
4. What the Proposer will do if the model, in fact, results in low take-rates or build-out commitments in underserved areas.
5. The time frame for seeking expressions of interest from all neighborhoods and the estimated time frame from demand targets being met to construction.

#### **IV. Digital Inclusion Plan.**

As part of each Proposal, the City seeks a Digital Inclusion Plan designed to encourage adoption of broadband throughout the proposed service territory and designed to ensure that a minimum level of service is available to all residents in the proposed service territory.

The Digital Inclusion Plan should include free access for students, attending Salem Public Schools, that reside in the City of Salem.

##### **A. A Digital Inclusion Plan ideally would:**

1. Include offerings that provide free service without regard to the income of the user, so that the service is available without the need for a user to qualify for service;
2. Provide support for a Digital Inclusion Plan for at least the period of any contract for use of City assets entered into pursuant to this RFP (not including assets which a Proposer is entitled to use as of right);
3. Includes free service offerings that will be adjusted over time to reflect changes in the speeds required to use the Internet effectively;
4. Addresses costs of installation in a manner that makes service accessible to low-income, transient populations; and
5. Provide a high-speed option with data caps, so that users have the opportunity to experience the advantages of a true high-speed offering; the offering could then be throttled down to a lower level (e.g. 5 Mbps down and 1 Mbps up).

##### **B. While other approaches may be proposed in evaluating a Digital Inclusion Plan, the City will consider whether the plan is likely to deliver the benefits of connectivity to users, and thereby encourage adoption.**

- C. The City seeks a Digital Inclusion Plan that includes provision of 1 Gbps symmetrical services to locations that may serve as community computer centers. A list of libraries and community centers, along with their locations, will be provided upon request, although a Proposer is not restricted to a Proposal for service to those specific locations.
- D. The City seeks Digital Inclusion Plans that include a strong component for publicizing the availability of free service options and that provide for coordination with non-profit groups and the City in efforts to distribute equipment required to take advantage of those offerings and more advanced service offerings.
- E. The City encourages submission of creative plans and Proposals and is willing to work with selected Proposers where appropriate to obtain grants for deployment of facilities or equipment to particular areas of the City.

**V. System Installation and Maintenance.**

- A. The Proposal shall include the Proposers Installation Plan describing the following:
  - 1. preferred method(s) of construction, engineering details and a breakdown of expected and/or typical execution for installing of the network; e.g. % trenchless, % micro-trenching, % trenching or other.
  - 2. schedule including network planning, design and construction/implementation; include expected production, proposed number of crews to be utilized in implementing the plan. The Proposer shall include any assumptions including winter shutdowns, inclement weather or other reasons for accelerated or decelerated productivity.
  - 3. method of restoration for non-typical surface treatments; several areas in Salem will require installation through brick, stone, cobbles, or other treatments. The plan shall include the Proposers restoration.

Note: If required, police detail will be the responsibility of the Proposer.

- 4. Any additional features the Proposer feels would be advantageous to the City.
- B. The Proposal shall include a Maintenance Plan that includes the following:
  - 1. A description of the manner in which the proposer or agent thereof will respond to failure and/or settlement within the trench or micro-trench, timeline for restoration and how it will be tracked.

2. A description of the manner in which loss of service due to accidental severing of the fiber optic conduit (main conduit or service conduit) will be addressed by the proposer or agent thereof.
  3. Any additional features the Proposer feels would be advantageous to the City.
- C. The plans as outlined above are for evaluation purposes only and will be subject to review and approval of the City once a successful Proposer has been selected.

## **PART 4. EVALUATION AND SELECTION**

### **4.1 MINIMUM REQUIREMENTS**

The RFP response must show that a Proposer is financially, technically and legally capable of building and operating the network proposed. In determining whether the showing has been made, the City will consider:

1. The nature and security of the sources of funding;
2. The financial, technical and legal qualifications provided in the RFP response;
3. The Proposer's experience in financing, constructing and operating systems similar to the system proposed;
4. The Proposer's references.

The RFP response must show that the Proposer can be relied upon to perform as determined by the City. The City may consider whether a Proposer, or Proposer's principals, have had government contracts revoked for cause, or has otherwise engaged in activities that make it unlikely that the Proposer can be relied upon to perform.

### **4.2 COMPARATIVE CRITERIA**

1. Experience and Qualifications
2. Partnership with ISP
3. Installation & Maintenance plans
4. "Smart City" services
5. Quality of proposed network design
6. Adequacy of Digital Community Inclusion Plan, such as Free access to SPS students in their homes
7. Revenue

<b>1. Experience and Qualifications</b>	
Highly Advantageous	The Proposal indicates that the Proposer has the experience, capacity and project team to successfully complete the project in the time provided.
Advantageous	The Proposal indicates that the Proposer has adequate experience, capacity

	and the project team to complete the project.
Not Advantageous	The Proposal does not indicate that the Proposer has the experience, capacity and project team to complete the project.

<b>2. Partnerships With Providers</b>	
Highly Advantageous	Proposer has existing commitments/contracts with cable providers and ISPs for full service.
Advantageous	Proposer has a combination of commitments/contracts and negotiations with cable providers and ISPs for full service.
Not Advantageous	Proposer does not have existing commitments/contracts and is not in the process of negotiating with cable providers and ISPs.

<b>3. Installation and Maintenance Plans</b>	
Highly Advantageous	The installation and maintenance plans are largely trenchless/as non-invasive as possible, includes full restoration of existing surface treatments, incorporates timely response to severing of mainline and service conduit, includes a tracking and response plan for trench maintenance, and a reasonable schedule for implementation.
Advantageous	The installation and maintenance plans are minimally invasive, includes restoration, incorporates response to severing of mainline and service conduit, includes a response plan for trench maintenance, and has a schedule for implementation.
Not Advantageous	The installation and maintenance plans are invasive and/or lacks a plan for response to severing of mainline and service conduit, trench maintenance, restoration of surface treatments, and/or reasonable schedule.

<b>4. “Smart City” Services</b>	
Highly Advantageous	The Proposer offers to provide the connections for any “Smart City” services (ex. light poles, security cameras, parking signage, sensors in catch basins, etc.)
Advantageous	Not Applicable
Not Advantageous	The Proposer does not offer to provide connections for any “Smart City” services.

<b>5. Digital Community Inclusion Plan</b>	
Highly Advantageous	The proposer will provide free or reduced cost services to the home of all Salem Public School students, including but not limited to wireless SSID’s, and Internet filtering.
Advantageous	The proposer will provide free or reduced cost services to the home of all



	Salem Public School students who qualify under the federal free lunch program.
Not Advantageous	The proposer does not provide free or reduced cost services to the home of Salem Public School students.

<b>6. Service Area</b>	
Highly Advantageous	The proposal incorporates a plan to service the entire City of Salem
Advantageous	Not Applicable
Not Advantageous	The proposal is limited to certain areas of the City.

<b>7. Revenue</b>	
Highly Advantageous	The Proposer offers to pay to the City a mutually agreed upon percentage of gross revenue, after a mutually agreed upon date following build-out of the network or upon use of any portion of the network to provide service to customers.
Advantageous	Not Applicable.
Not Advantageous	The Proposer will not offer to pay the City a percentage of gross revenue.

#### **4.3 RULE FOR AWARD**

The contract will be awarded to the proposer deemed most advantageous.

#### **4.4 SELECTION PROCESS**

Following the deadline for receipt of proposals, the Chief Procurement Officer (“CPO”) will open the proposals and prepare a register of proposals submitted. The proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFP. The evaluation committee shall notify the CPO which proposal was deemed most advantageous.

## **PART 5. TERMS AND CONDITIONS**

### **5.1 TERM OF CONTRACT**

It is expected that the network will be operational within 36 months of issuance of the Notice to Proceed.

### **5.2 ASSIGNMENT AND SUBCONTRACTING**

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

### **5.3 INSURANCE REQUIRMENTS**

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles

under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

#### **5.4 INDEMNIFICATION**

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

#### **5.5 FEDERAL AND STATE LAW**

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.